

State of Washington
Higher Education Coordinating Board
Olympia, Washington 98504-3430

REQUEST FOR PROPOSALS (RFP)

Washington State GEAR UP Web Site

Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP)

NOTE: If you download this RFP from the Higher Education Coordinating Board's Web site (located at www.hecb.wa.gov) you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinators in order for your organization to receive any RFP amendments or bidder questions/agency answers.

PROJECT TITLE: Web Site - Washington State GEAR UP Program

PROPOSAL DUE DATE - June 15, 2007 by 5:00 pm, local time, Olympia, WA

Proposals are due to the Higher Education Coordinating Board on June 15, 2007, by 5:00 pm. Late proposals will not be accepted and will be automatically disqualified from further consideration.

CONSULTANT ELIGIBILITY

This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

RFP COORDINATORS

All requests for information and all communication about this RFP must be addressed to the RFP Coordinators. Any other communication will be considered unofficial and non-binding on the Agency. Consultants are to rely on written statements issued by the RFP Coordinators. Communication directed to parties other than the RFP Coordinators may result in disqualification of the Consultant. The RFP Coordinators are:

Alison Eldridge
360-753-7835
alisone@hecb.wa.gov

Susan St. George
360-753-7834
susans@hecb.wa.gov

PURPOSE

The Washington Higher Education Coordinating Board, hereafter called "Agency," invites proposals from Web developers to create the content, structure, and design, as well as provide continuing technical support for, a Web site for GEAR UP students, parents, and educators statewide. GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) is a federally funded program created to help low-income students prepare for and succeed in college.

PROPOSAL REQUIREMENTS

The three major sections of the proposal and the Certifications and Assurances statement should be submitted in the following order:

1. Content Development Proposal
2. Technical Proposal
3. Cost and Project Management Proposal
4. Certifications and Assurances statement

Proposals must provide information in the same order as presented in this RFP with the same headings. This will not only be helpful to the evaluators of the proposal, but will assist the contractor in preparing a thorough response.

The proposal must be submitted on 8.5" x 11" paper with tabs separating the major sections of the proposal. Use a font that is 12 point or larger. Submit four (4) copies of your proposal.

Materials submitted in response to this competitive procurement shall become the property of the Agency and will not be returned.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP, is signed by the Director of the Agency and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 RCW, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinators to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The Agency also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

EVALUATION OF PROPOSAL

A committee of HECB staff will evaluate all proposals. The items listed below must be included as part of the proposal for the proposal to be considered responsive, and the proposal will be scored on these items.

1. Content Development Proposal (50 points):

- a. Adequately address all requirements in the Content Development portion of the "Scope of Work" in Attachment A of this RFP.
- b. Describe in detail your plan to develop Web site content and structure.
- c. Demonstrate your understanding and knowledge of college access and student achievement by addressing the items listed in the "Scope of Work." Specifically, address how you will create a Web site that:
 - Uses clear, easy-to-understand language and offers guidance on college awareness and preparation, financial aid, and the rigors of college life.
 - Provides access to academic tools used by GEAR UP providers, including web-based curriculum.
 - Includes information on educational and college-preparedness activities that students, parents, families, and educators can participate in.

2. Technical Proposal (30 points):

- a. Adequately address all requirements in the Technical Requirements portion of the "Scope of Work" in Attachment A of this RFP.
- b. Describe in detail your plan to develop a Web site that is clear, concise, and visually appealing to the target audience.
- c. Describe in detail any interactive elements you would include on the site.
- d. Describe your ability to adhere to the technical requirements as stated in this RFP.
- e. Explain how you would design a creative site that includes elements of fun to keep students engaged.

3. Project Management and Cost Proposal (20 points):

- a. Describe your qualifications for developing the content and design of the GEAR UP Web site.
- b. Attach current resumes for all proposed project personnel and links to previous Web sites or sample work.
- c. Include a tentative timeline for the project, including key dates for content review, design review, focus groups, Web site go-live, and project completion.
- d. Include a plan for continuing future technical support for the site.
- e. Prepare a bid for the cost of developing this Web site.

PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about July 13, 2007. The Web site should be completed and live by October 26, 2007. Amendments extending the period of performance, if any, shall be at the sole discretion of the Agency.

The apparent successful contractor will be expected to enter into a contract that is substantially the same as the sample contract and its general terms and conditions attached as Attachment C. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Attachment B to this solicitation. The Agency will review requested exceptions and accept or reject the same at its sole discretion.

The Agency reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

Submit the completed proposal to:

Alison Eldridge, RFP Coordinator
Susan St. George, RFP Coordinator
Washington State GEAR UP Program
Higher Education Coordinating Board
917 Lakeridge Way SW / PO Box 43430
Olympia, WA 98504-3430
Phone: 360-753-7835

DEFINITIONS

Definitions for the purposes of this RFP include:

Agency – The Higher Education Coordinating Board is the agency of the state of Washington that is issuing this RFP.

Consultant – Individual or company submitting a proposal in order to attain a contract with the Agency.

Contractor – Individual or company whose proposal has been accepted by the Agency and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need.

WASHINGTON STATE GEAR UP PROGRAM

GEAR UP (Gaining Early Awareness and Readiness for Undergraduate Programs) is a federally funded program created to help low-income, disadvantaged students prepare for and succeed in college.

The HECB has administered the GEAR UP program since 1999. The current grant performance period began September 2005 and continues through August 2011. The GEAR UP program has many components. This RFP is for a Web site that will be a resource to GEAR UP program participants and their families, as well as teachers, program staff, and administrators of college-access programs statewide.

The GEAR UP program's goal is to increase students' academic performance and prepare them for college through increased students' and their families' knowledge of college options, preparation, and financing. Services include tutoring, academic counseling, mentoring, career exploration, field trips to colleges, and information about applying for college and financial aid.

GEAR UP plays a pivotal role in increasing college readiness and college access opportunities for low-income youth nationwide. Currently, GEAR UP serves 27,000 students in Washington through education partnerships with institutions of higher education, the K-12 school system, businesses, community organizations, government agencies, and nonprofit organizations.

The target audience for this project is GEAR UP students, parents, and other family members or friends, GEAR UP direct service providers in school districts and community organizations, and P-20 education and family service providers who are interested in helping low-income students succeed in higher education.

Some examples of Web sites that are similar in content to the one we will develop are www.castategearup.org, www.gohigherky.org, and www.getreadyforcollege.org.

Examples of Web sites that are similar in aesthetics or have design attributes we hope to incorporate into our site are www.compasslearning.com/tour.htm, www.knowhow2go.org, and www.collegegoalsundayusa.org.

THE HIGHER EDUCATION COORDINATING BOARD

The Higher Education Coordinating Board (HECB) is a 10-member citizen board that makes recommendations to the Legislature and Governor on higher education policy, and administers the state's student financial assistance programs. We are dedicated to helping students succeed.

ATTACHMENT A

Scope of Work and Responsibilities of the Contractor

Content Development:

Develop a user-friendly Web site that is a resource to low-income Washington GEAR UP students. Content will be significant in detail and will include, but not be limited to:

1. College awareness and preparation information for middle school students:

- Types of colleges (technical schools, two-year, four-year, public vs. private).
- Types of degrees (certificates, Associate, Bachelor's, Master's, professional degrees, doctorate).
- Recommended high school courses that fulfill admission requirements at Washington state public four-year, competitive, and selective colleges and universities.
- Academic preparation information, including a four-year course plan for high school course completion.
- Career exploration information and activities.
- Brief explanations of financial aid availability and types of financial aid.
- Study tips and information on getting academically prepared for high-level courses.
- Links to Web sites that offer career interest inventory tests.
- Lists of college majors and corresponding career areas.
- Career pathway information.
- Links to the US Department of Labor Bureau of Labor Statistics online guidebook and other publications.
- Checklists for college readiness.
- Middle school course planners.
- Test preparation tools for WASL.
- Information on Navigation 101.
- Information on honors, AP, IB, and running start programs, etc.
- FAQ section on career exploration, choosing a college, planning your courses, etc.

2. College awareness and preparation information for high school students:

- Types of colleges (technical schools, two-year, four-year, public vs. private).
- Types of degrees (certificates, Associate, Bachelor's, Master's, professional degrees, doctorate).
- Recommended high school courses that fulfill admission requirements at Washington state public four-year, competitive, and selective colleges and universities.

- Academic preparation information, including a four-year course plan for high school course completion.
- Career exploration information and activities.
- Explanations of financial aid availability and types of financial aid.
- Study tips and information on getting academically prepared for high-level courses.
- Links to Web sites that offer career interest inventory tests.
- Lists of college majors and corresponding career areas.
- Career pathway information.
- Links to the US Department of Labor Bureau of Labor Statistics online guidebook and other publications.
- Checklists for college readiness.
- High school course planners.
- Test preparation tools for the PSAT, SAT, and ACT.
- Ideas for developing and maintaining good study habits.
- Information on honors, AP, IB, and running start programs, etc.
- FAQ section on career exploration, choosing a college, planning your courses, etc.

3. Financial aid information:

- Step-by-step instructions for filling out the FAFSA and link to the FAFSA online.
- Information on scholarships and links to HECB Paying for College Web pages, and approved scholarship search sites.
- Tips on applying for private scholarships.
- Explanations of need vs. merit-based aid, scholarships, and grants.
- Link to and information on Washington's GET program Web site.
- Worksheets for estimating aid, to include a calculator for aid worksheet.
- FAQ section for financial aid.

4. Parent involvement:

- Activity lists, guides for providing help and support to students.
- Financial aid and college planning information (including much of the same type of content as the middle and high school student sections) tailored to parents, etc.

5. Publications:

- Samples of research and best practice guides, lists, and links for improving achievement, student motivation, parental engagement, etc., for GEAR UP and other school personnel.
- All GEAR UP publications (middle school, high school, and parent handbooks and associated lesson plans, brochures, and checklists) available for download.

6. Washington State-specific GEAR UP program information (this information will be provided by the HECB):

- State and partnership program locations, contact information, services provided, etc.
- Calendar of GEAR UP events, GEAR UP newsletters, and student of the month pages.
- Program rules and policies.
- Key dates for program participants.
- GEAR UP student benchmarks.
- Downloadable forms.
- Information on Summer Institute programs at the University of Washington.
- News about GEAR UP programs around the state, including site-specific pages for our contracted school districts and Washington state partnerships.
- HECB will make recommendations to ensure design compatibility and functionality with existing HECB Web site and visual identity standards.

Technical Requirements:

- The site must have clearly designated pages for students, parents, and GEAR UP professionals, and must be designed with the ability to add video, podcasts, and/or blogs either during the development process or at some point in the future.
- The HECB requires the ability to perform in-house content maintenance with a commonly used tool (Adobe Contribute preferred) and requires the ability to control the look and feel, content, and meta-structure of the site.
- The pages must use .shtml files.
- The site must not rely on a database or store content.
- If design elements that require a high user bandwidth (Adobe Flash, etc.) are used, the site must give the user a low-bandwidth viewing option.
- Ability to track visits to the site.

ATTACHMENT B

Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the Agency without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the Agency will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Agency, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the Agency the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Signature of Proposer

Title

Date

ATTACHMENT C

Sample Client Services Contract

CONTRACT NO. SAMPLE

**CLIENT SERVICE CONTRACT
BETWEEN
STATE OF WASHINGTON
HIGHER EDUCATION COORDINATING BOARD
AND
(Name of contracting entity)**

This Contract is made and entered into by and between the State of Washington, Higher Education Coordinating Board, hereinafter referred to as the "DEPARTMENT", and the below named firm, hereinafter referred to as "CONTRACTOR,"

CONTRACTOR Name
Address
City, State & Zip Code

Phone
E-mail Address
Fax
Washington State UBI No.
Federal ID No.

PURPOSE

The purpose of this contract is to create the content, structure, and design, as well as provide continuing technical support for, a Web site for GEAR UP students, parents, and educators statewide.

Special Terms and Conditions

SCOPE OF WORK

- A. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the DEPARTMENT and the CONTRACTOR, and specific obligations of both parties.
- C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

GEAR UP Web site complete and live by October 26, 2007.

All written reports required under this contract must be delivered to Weiya Liang, the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from July 13, 2007 through October 26, 2007.

COMPENSATION/ PAYMENT

DEPARTMENT shall pay an amount not to exceed (*dollar amount*) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

BILLING PROCEDURES

DEPARTMENT will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly. The invoices shall describe and document, to the DEPARTMENT'S satisfaction, the work performed, the progress of the project, and fees.

Payment shall be considered timely if made by the DEPARTMENT within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The DEPARTMENT may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the DEPARTMENT.

The DEPARTMENT shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

DUPLICATION OF BILLED COSTS: The CONTRACTOR shall not bill the Department for services performed under this contract, and the Department shall not pay the CONTRACTOR, if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

DISALLOWED COSTS: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for CONTRACTOR is:	Contract Manager for DEPARTMENT is:
<u>Contractor Name</u> <u>Address</u> <u>City, State Zip Code</u> Phone: () Fax: () E-mail address:	Weiya Liang 917 Lakeridge Dr SW PO Box 43430 Olympia, WA 98504-3430 Phone: (360)753.7884 Fax: (360) 753-7808 E-mail address: weiyal@hecb.wa.gov

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The insurance required shall be issued by an insurance company(s) authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give DEPARTMENT 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to DEPARTMENT within fifteen days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

The CONTRACTOR shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, owned or operated by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance: The CONTRACTOR shall maintain Professional Liability or Errors and Omissions Insurance. The CONTRACTOR shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the CONTRACTOR and licensed staff employed or under contract to the CONTRACTOR. The state of Washington, its agents and employees need *not* be named as additional insureds under this policy.

The required insurance shall be issued by an insurance company(s) authorized to do business within the state of Washington, and except for Professional Liability or Errors and Omissions Insurance, shall name the state of Washington, its agents and employees as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The CONTRACTOR shall instruct the insurers to give the department 30 days advance notice of any insurance cancellation.

ASSURANCES

DEPARTMENT and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – Scope of Work
- Exhibit C – Contractors Plan

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the DEPARTMENT'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of (enter number of pages) pages and (enter number of attachments) attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

HIGHER EDUCATION COORDINATING BOARD

Signature_____
Signature_____
Title_____
Date_____
Title_____
Date

EXHIBIT A**GENERAL TERMS AND CONDITIONS**

DEFINITIONS – As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) "Client" shall mean an individual receiving service under this contract.
- (b) "Cognizant State Agency" shall mean the state agency from which the sub-recipient receives federal financial assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the sub-recipient.
- (c) "Contractor" shall mean that agency, firm, provider, organization, individual, or other entity performing services under this contract. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement.
- (d) "Contracting Officer" shall mean that individual authorized to execute this agreement on behalf of the department.
- (e) "Department" shall mean the Higher Education Coordinating Board of the State of Washington, any division, section, office, unit or other entity of the department, or any of the officers or other officials lawfully representing that department.
- (f) "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- (g) "Subcontractor" shall mean one not an employee of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- (h) "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- (i) A "Vendor" is an entity that agrees to provide the amount and kind of services requested by the Department; provides services under the contract only to those beneficiaries individually determined to be eligible by the Department and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 -- The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT – Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of the Department.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY - If federal funds are the basis for this contract, the Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

CHANGE IN STATUS – In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the Department of the change. Contractor shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.

CHANGES AND MODIFICATIONS - The Contracting Officer may, at any time, by written notification to the Contractor, and without notice to any known guarantor or surety, make changes within the general scope of the services to be performed under the contract. If the Contractor agrees to such changes, a written contract amendment reflecting such change shall be executed by the parties. An equitable adjustment in cost or period of performance or both may be made if required by the change. Any claim for adjustment in price or period of performance must be received within thirty (30) days of the Contractor's receipt of the change notice.

The Contracting Officer may, however, receive and act upon any such claim at any time prior to final payment under the contract at his/her discretion.

Failure to agree to any adjustment made under this section shall be an issue and may be reviewed as provided in the "Disputes" section of this agreement. Nothing in this section shall excuse the Contractor from proceeding with the contract as changed.

CONFLICT OF INTEREST – The Department may, in its sole discretion, by written notice to the Contractor terminate this contract if it finds after due notice and examination by the contracting Officer that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under, this contract.

COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

In the event this contract is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the department provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Contracting Officer makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

DISPUTES –

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the [Agency/ Director of Agency or his or her designee].

1. The request for a dispute hearing must:
 - a. be in writing;
 - b. state the disputed issues;
 - c. state the relative positions of the parties;
 - d. state the Contractor's name, address, and contract number; and
 - e. be mailed to the agent and the other party's (respondent's) Contract Manager within three working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requestor's statement to both the agent and the requestor within five working days.
3. The agent shall review the written statements and reply in writing to both parties within 10 working days. The agent may extend this period if necessary by notifying the parties.
4. The decision [shall/shall not be] admissible in any succeeding judicial or quasi-judicial proceeding.
5. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

GOVERNING LAW – This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

INDEMNIFICATION – To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY – The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Department. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Department or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

LICENSING AND ACCREDITATION STANDARDS – The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary in the performance of this contract.

LIMITATION OF AUTHORITY – Only the Contracting Officer or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

NONDISCRIMINATION – During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

OVERPAYMENTS AND ASSERTION OF LIEN – In the event that the department establishes overpayments or erroneous payments made to the Contractor under this contract, the department may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the department, or by doing both.

PRIVACY – Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The department reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the Contractor through this contract. The monitoring, auditing, or investigating may include but is not limited to "salting" by the department. Contractor shall certify the return

or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the department for any damages related to the Contractor's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

RECORDS, DOCUMENTS, AND REPORTS – The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the Department, personnel duly authorized by the Department, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE – The Contractor shall complete registration with the Department of Revenue, General Administration Building, Olympia WA 98504, and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION – The Contractor shall provide right of access to its facilities to the Department or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the department. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

RIGHTS IN DATA – Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the department. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the contract, but which does not originate there from, shall be transferred to the department with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise the department, at the time of delivery of data furnished under this agreement, of all known or potential invasions of privacy contained therein and of any portion of such document, which was not produced in the performance of this agreement. The department shall receive prompt written notice of each notice or claim or copyright infringement received by the Contractor with respect to any data delivered under this agreement. The department shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

SAFEGUARDING OF INFORMATION –

The Contractor shall not use or disclose any

- Personal Information gained by reason of this contract, or
- information which may be classified as confidential,

for any purpose not directly connected with the administration of this contract except (1) with prior written consent of the Department, or (2) as may be required by law. The Contractor shall safeguard such information and shall return or certify destruction of the information upon contract expiration or termination.

SAVINGS – In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the department may terminate the contract under the "Termination for Convenience" clause, without advance notice, subject to renegotiation at the Department's discretion under those new funding limitations and conditions.

SEVERABILITY – If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.

SUBCONTRACTING – Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Department. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

TERMINATION FOR CONVENIENCE – Except as otherwise provided in this contract, the Contracting Officer may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. If this contract is so terminated, the department shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION FOR DEFAULT – The Contracting Officer may terminate this contract for default, in whole or in part, by written notice to the Contractor if the department has a reasonable basis to believe that the Contractor has:

- a. Failed to meet or maintain any requirement for contracting with the department;
- b. Failed to ensure the health or safety of any client for whom services are being provided under this contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this contract; and/or
- d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

TERMINATION PROCEDURE – Upon termination of this contract the department, in addition to any other rights provided in this contract, may require the Contractor to deliver to the department any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the department and the amount agreed upon by the Contractor and the Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the department, and (d) the protection and preservation of the property, unless the termination is for default, in which case the Contracting Officer shall determine the extent of the liability of the department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this agreement.

The department may withhold from any amounts due the Contractor for such completed work or services such sum as the Contracting Officer determines to be necessary to protect the department against potential loss or liability.

The rights and remedies of the department provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

1. Stop work under the agreement on the date and to the extent specified in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete such portion of the work not terminated;
3. Assign to the department, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the rights, titles, and interest of the Contractor under the orders and subcontracts in which case the department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the department and deliver, in the manner, at the times and to the extent as directed by the Contracting Officer, any property which, if the contract had been completed, would have been required to be furnished to the department;
6. Complete performance of such part of the work not terminated by the Contracting Officer; and,
7. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this agreement which is in the possession of the Contractor and in which the department has or may acquire an interest.

TREATMENT OF ASSETS –

(a) Title to all property financed or furnished by the department shall remain in the department. Title to all property purchased by the Contractor, for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the department upon delivery of such property to the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under the contract, shall pass to and vest in the department upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the department in whole or in part, whichever first occurs.

(b) Any property of the department furnished to the Contractor shall, unless otherwise provided herein, or approved by the Department, be used only for the performance of this contract.

(c) The Contractor shall be responsible for any loss or damage to property of the department which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

(d) If any department property is lost, destroyed, or damaged, the Contractor shall notify the Department and shall take all reasonable steps to protect the property from further damage.

(e) The Contractor shall surrender to the department all property of the department prior to settlement upon completion, termination or cancellation of this agreement.

(f) All reference to the Contractor under this clause shall include Contractor's employees, agents or subcontractors.

WAIVER OF DEFAULT – Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Contracting Officer of the department.